Activities Waiver and Release of Liability

DeltaValley
Athletic Club

Participant Name _____

Section I. Waiver of Liability and Assumption of Risk

I understand that Delta Valley Athletic Club activities can lead to serious physical injuries. I acknowledge and agree that I am solely responsible for my/my child's safe and responsible use of Delta Valley Athletic Club Facilities, whether or not supervised by a Delta Valley representative. I hereby expressly assume the risk that I/my child may suffer injury as a result of use of Delta Valley Athletic Club Facilities or equipment or by participation in Delta Valley Athletic Club activities. I agree for myself/my child and on behalf of my/my child's heirs, representatives, successors and assigns ("user parties") that Delta Valley Athletic Club, including its owners, partners, members, directors, officers, employees and agents ("Delta Valley Athletic Club parties") will not be liable for any damages nor injuries user parties may suffer in or about Delta Valley Athletic Club or while participating in Delta Valley Athletic Club sponsored activities, unless caused by gross negligence of Delta Valley Athletic Club. I agree on my/my child's behalf that neither I nor my child will make any claim against, sue or attach the property of any Delta Valley Athletic Club party of affiliate thereof. I agree that Delta Valley Athletic Club will not be liable for any loss, theft or damage to my/my child's personal property in or about Delta Valley Athletic Club facilities.

Section 2. Arbitration I agree to resolve any and all claims, disputes or controversies arising out of or relating to usage of Delta Valley Athletic Club exclusively by final and binding arbitration using the American Arbitration Association's Commercial Arbitration Rules. This includes, but is not limited to, claims related to fee disputes, personal injury and any other claim which may be asserted under the law of contact and/or law of tort and/or asserting a public policy or Constitutional claim. The laws of the state of California shall govern the dispute, and arbitration shall be conducted in San Francisco, California.

Section 3. Indemnification I shall indemnify and hold harmless Delta Valley Athletic Club and each of their agents, officers, directors, attorneys, and employees from any claim, action or proceeding (collectively referred to as "proceeding") brought in any jurisdiction against any of the foregoing persons resulting from any action, whether by my/my child's negligence or otherwise, or user parties the Delta Valley Athletic Club and their parties, or any of the foregoing categories of persons, and costs of suit, attorney's fees, and any other costs, liabilities, and expenses incurred in connection with such proceeding whether incurred by me/my child, Delta Valley Athletic Club and/or any other person defending such proceeding. I shall further indemnify Delta Valley Athletic Club and their parties for all costs, fees and damages which Delta Valley Athletic Cub and their parties may incur in enforcing this indemnification provision. Modifications or additions to the pre-printed terms of this Agreement, other than the completion of existing blanks, are unauthorized and will not be honored by Delta Valley Athletic Club.

Section 4. PR Disclosure I give unconditional permission to Delta Valley Athletic Club to photograph me and/or my children and to use the photographs to publicize the club and its programs and activities in publications, advertisements, web sites or news articles pertaining to Delta Valley Athletic Club. I acknowledge that I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and contract between me/my child and Delta Valley Athletic Club and/or its affiliate organizations and sign it at my own free will.

Participant Signature _____**Date** _____

*If participant is under the age of 18, then a parent must sign on behalf of the participant.

Emergency Contact _____

Relationship _____**Phone**_____

120 Guthrie Lane•Brentwood, CA•94513•925.240.2990 • www.deltavac.com

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